

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of:	:	
	:	2022-MED-09-1071
Ohio Patrolmen's Benevolent Association,	:	
	:	
and	:	FACT FINDING REPORT
	:	FINDINGS AND RECOMMENDATIONS
	:	
Trumbull County Sheriff,	:	June 30, 2023
	:	

APPEARANCES

**For the Union:**

Adam M. Chaloupka, General Counsel  
Anthony Zadroski, Corrections Officer  
James E. Anders, Corrections Officer

**For the Employer:**

Melisa M. Fisco, Account Manager, Clemans Nelson  
Michael D. Esposito, Vice President, Clemans Nelson  
Jeffrey Palmer, Chief Deputy  
Daniel Mason, Major of Administration and Operations

Daniel G. Zeiser  
Fact Finder  
P.O. Box 43280  
Cleveland, Ohio 44143-0280  
216.509.3718  
Email: danzeiser@aol.com

**I. BACKGROUND**

The Fact Finder was appointed by the State Employment Relations Board (SERB) on May 9, 2023 pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are the Ohio Patrolmen's Association (Union or OPBA) and the Trumbull County Sheriff (Employer or Sheriff). Trumbull County is in the Mahoning Valley in northeastern Ohio. Warren is the county seat. Part of the Connecticut Western Reserve, it was founded in 1800 and named for Jonathan Trumbull, who served as governor of Connecticut during the American Revolution and owned land in the area.

Trumbull County has a total area of 625 square miles. Interestingly, it is the only perfectly square county in Ohio, with each side being approximately 25 miles. According to the 2020 U.S. Census, Trumbull County has a population of 201,977, with more recent estimates falling under 200,000. Its population peaked in 1980 at 241,863. Between 2010 and 2020, it declined by about 3.9%. According to the United States Census Bureau's American Community Survey 5-year estimates most recent data, the median household income for Trumbull County is estimated at \$47,799; the median household income for Ohio is \$58,116; and the United States median household income is \$64,994.

The Employer has six different bargaining units, including the Corrections Officers, Corrections Sergeants, Corrections Lieutenants, Deputies, Deputy Ranking Officers (Sergeants and Lieutenants), and Non-Sworn personnel (i.e., Cooks, Custodians, and Civil Deputy Clerks). The OPBA represents all these units. The unit here is the Corrections Officers working in the Trumbull County Jail. Until late 2022, the bargaining unit included the Corrections Officer Sergeants. In 2022, however, the parties jointly filed a Petition for Clarification of Bargaining unit and, on December 1, 2022, SERB clarified the bargaining unit to included only Corrections Officers (2022-REP-10-0131). There are currently about 62 members in the bargaining unit. The

parties have had a collective bargaining relationship for many years. This matter involves a successor collective bargaining agreement to that which expired December 31, 2022.

## **II. THE HEARING**

The parties requested that the Fact Finder engage in mediation. Mediation was held on June 7, 2023 without success. The fact-finding hearing was held on June 20, 2023 at the offices of the Sheriff, 150 High Street NW, Warren, Ohio. Each party provided timely pre-hearing statements. The Fact Finder again mediated and the parties were able to reach a number of tentative agreements. These included:

- Article 21 Court Time
- Article 22 Compensatory Time
- Article 23 Clothing Allowance
- Article 24 Hospitalization and Insurance
- Article 26 Holidays
- Article 27 Vacation
- Article 28 Personal Days
- Article 29 Sick Leave
- Article 31 Conversion of Sick & Vacation Leave

**These tentative agreements are attached as Signed Tentative Agreements and incorporated as recommendations.**

Additionally, while there was some disagreement whether they had tentatively agreed to a new Article 48 titled Total Agreement/Mid-Term Bargaining, the parties did agree to it at the hearing. Finally, there was also some dispute about the term of the successor agreement, Article 49, Duration. However, the parties eventually agreed that the successor Agreement would be effective upon execution and remain in effect through December 31, 2025.

Prior to the hearing, the parties met and negotiated on six different occasions. During those negotiations, they reached a number of tentative agreements on various articles. These include:

- Preamble
- Article 1 Recognition
- Article 2 Non-Discrimination

Article 3 Management Rights  
Article 4 Union Membership and Dues Deduction  
Article 5 Probationary Period  
Article 6 No Strike/No Lockout  
Article 7 Union Representation/Activity  
Article 8 Union Bulletin Board  
Article 9 Labor Management Committee  
Article 10 Seniority  
Article 11 Layoff and Recall  
Article 12 Vacancies and Promotions  
Article 13 Internal Investigation Procedure/Employee Rights  
Article 14 Discipline (and New Appendix, Disciplinary Infractions)  
Article 15 Grievance Procedure  
Article 16 Personnel Files  
Article 17 Shift Bidding and Trades  
Article 19 Call In Pay  
Article 25 Continuation of Benefits  
Article 30 Bereavement Leave  
Article 32 Family Medical Leave  
Article 33 Unpaid Leave of Absence  
Article 34 Occupational Injury Leave  
Article 35 Fitness for Duty  
Article 36 Military Leave  
Article 37 Jury Duty  
Article 38 Employee Liability Coverage  
Article 39 Special Shooting  
Article 40 Employee Assistance Program (EAP)  
Article 41 Health and Safety  
Article 42 Work Rules, Regulations, Policies and Procedures  
Article 43 Drug Testing  
Article 44 Tuition Reimbursement  
Article 45 Suspension of Contract in Emergency  
Article 46 Application of State Civil Service Law  
Article 47 Conflict and Amendment

**The tentative agreements of the articles listed above are hereby incorporated into this Report as recommendations of the Fact Finder.**

Thus, the only issues remaining for the Fact Finder are wages and overtime, specifically the double time paid when overtime is mandated by the Sheriff. Under the prior agreement, wages were included in Article 19 and overtime in Article 20. The parties agreed to combine certain language into new articles so that hours of work and overtime will now be in Article 18 and wages and other compensation in Article 20.

The parties introduced the following exhibits during the hearing:

Union Exhibits

- A. SERB Clarification of Bargaining Unit Certification, Case No. 2022-REP-10-0131, dated December 1, 2022.
- B. Agreement between The Trumbull County Sheriff and The Ohio Patrolmen's Benevolent Association, Effective Dates: January 1, 2020, To December 31, 2022.
- C. Memorandum of Agreement, Ohio Patrolmen's Association and The Trumbull County, Ohio Sheriff, SERB Case(s): Corrections Officers and Corrections Sergeants, 2022-MED-09-1071, Limited Waiver of Application of O.R.C. Section 4117.14(G)(11).
- D. Proposed Contract Language.

Employer Exhibits

- 1. Agreement between The Trumbull County Sheriff and The Ohio Patrolmen's Benevolent Association, Effective Dates: January 1, 2020, To December 31, 2022.
- 2. Tentative Agreements.
- 3. Issues.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05(K) and are:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to

mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Fact Finder hopes the discussion of the issues is sufficiently clear to the parties. Should either or both parties have any questions regarding this Report, the Fact Finder would be glad to meet with the parties to discuss any remaining questions.

### **III. ISSUES AND RECOMMENDATIONS**

#### **Introduction**

The Trumbull County Sheriff's Office is a full service law enforcement agency, an arm of the Trumbull County courts, and the custodial keeper of those who break that law. It operates the Trumbull County Jail. The Sheriff's Office is funded primarily through distributions from the Trumbull County general fund. The single largest source of revenue for the general fund is the permissive sales tax, accounting for 52.34% of total revenues in 2021. While sales tax revenues increased from 2020 to 2021, this primary source of revenue has remained relatively stagnant over the last decade. Given Trumbull County's dwindling population, it can be expected to remain at current levels at best, but will likely decline somewhat. The Trumbull County Sheriff's Office actual budget has also remained relatively stagnant between years 2017 and 2020 (\$12,109,702 in 2017 compared with \$12,963,674), despite increasing personnel costs. The use of CARES Act and ARPA funds assisted in funding a portion of personnel costs in 2020 and 2021, respectively, but were temporary funding sources that cannot be relied upon long term. Actual expenditures for corrections personnel totaled approximately \$3,735,236.26 in 2022. The revised budget for 2023 projects corrections personnel costs to be \$3,302,875.49.

The Employer has a total of six (6) bargaining units, which include the Corrections Officers, Corrections Sergeants, Corrections Lieutenants, Deputies, Deputy Ranking Officers (Sergeants and Lieutenants), and Non-Sworn personnel (i.e., Cooks, Custodians, Civil Deputy Clerks). The Union represents all of these units. The collective bargaining agreements between

the Employer and Deputies, Deputy Ranking Officers, and Non-Sworn personnel expire June 30, 2023. The collective bargaining agreements between the Employer and the three corrections units expired December 31, 2022. Since the Corrections Sergeants and Correction Lieutenants wage scales are based on the Corrections Officers, the Employer chose to bargain with the COs first.

The parties met approximately six times to negotiate and reached a number of tentative agreements. They are listed above. The parties executed a G(11) waiver that expired March 31, 2023. To resolve the entire agreement, the Sheriff offered a last best offer in late April 2023, but the offer was overwhelmingly rejected and a fact-finding panel was requested. This Fact Finder was appointed.

***Issue: Article 18, Hours of Work and Overtime (combining prior Articles 15, 20, and 42)***

**Employer Position:** Section 5. Mandatory Overtime to read as follows:

Section 5. Mandatory Overtime. If there are insufficient volunteers to fill overtime vacancies, the Sheriff may mandate that employees work overtime. Mandatory overtime scheduling shall occur as follows:

- a. Each shift shall maintain a "callout sheet" in order of reverse in-grade seniority.
- b. Overtime shall be mandated moving down the list of the shift immediately preceding to the shift deemed by the Employer to be short of manpower. If an employee is mandated to work overtime, he/she shall not be mandated again until the rotation of the list is completed.
- c. An employee who volunteers for overtime (a full eight hour shift) will be rotated to the bottom of the mandatory overtime list.

An employee mandated to work overtime will normally be compensated at the employee's overtime rate. In the event an employee is ordered to fill an overtime slot more than twice in a seven (7) day period, they shall normally receive an additional hour of pay or compensatory time for each hour ordered and served, in addition to their pay at the overtime rate.

Notwithstanding any other provision in this Agreement, the Sheriff, in his sole discretion prior to ordering mandatory overtime, may utilize non-bargaining unit individuals to fill a shift that is determined by the Employer to be short of manpower. The current policy on overtime, as it pertains to the above paragraph shall continue and will not change unless the parties meet to discuss the changes.

If overtime is improperly assigned through a mistake of the officer in charge for overtime call-out, then the remedy shall be that the affected employee(s) shall not be mandated again until the rotation of the call-out list is completed.

**Union Position:** Maintain the current contract language found in Section 20.02 "All employees who work mandatory overtime shall be paid two (2) times their regular hourly rate.

**Findings:** The only dispute here involves paying double time for mandatory overtime. The parties agree on the rest of the language proposed. This issue is intertwined with Article 20 (prior Article 19) on compensation. In 2022, the parties agreed to increase the entry level wage from \$18.60 to \$22.00 per hour in an effort to attract new employees. They left the rest of the wage scale alone, to be dealt with during these negotiations. In these negotiations, the parties have agreed to increase the wages for the rest of the wage scale as well as remove some steps. The Sheriff submits that the new wage scale will benefit the bargaining unit even with eliminating the mandatory double overtime.

The OPBA asserts that the Sheriff expends a significant amount of overtime to ensure posts are sufficiently manned, given the jail is a 24/7 operation. When no Corrections Officers volunteer for overtime, the Sheriff has the right to mandate employees to work overtime. In exchange, the COs are paid at twice their normal rate. This right has existed so long that no one on either bargaining team knew when it was negotiated. As a result, the OPBA argues that the COs have come to rely on it as part of their annual income. It is accepted by fact finders that such longstanding benefits should not be tampered with.

The OPBA introduced a seniority list with 74 employees. Of these, almost one-third worked at least 50 hours of mandated overtime in 2022. The third shift COs tended to work the most mandated overtime. There is an issue that, given the way a CO can both volunteer and be mandated for different parts of the same day overtime shift, a problem has arisen where COs struggle to get time off and the Sheriff pays more double time than it would like. The OPBA proposes to maintain the double time, but require a CO who volunteers for overtime to agree to

work the entire overtime shift at time and one-half and then move to the bottom of the mandatory overtime shift. It believes this will help alleviate the use of mandatory overtime.

The Sheriff counters that it spends approximately \$375,000 on total overtime, approximately \$185,000 of which is mandatory overtime. The Sheriff also contends that mandatory overtime can be manipulated by the bargaining unit, requiring it to spend more. The wages the Sheriff has proposed more than compensate for the loss of double overtime, and overtime will still be necessary. In the end, COs will not lose that much because of the elimination in double overtime and will make more money annually overall. However, the elimination of double overtime will enable the Sheriff to better forecast his budget.

Evidence introduced at the hearing indicates that the overall wage proposal will result in an increase in total compensation for the bargaining unit even without considering overtime hours worked. Without any overtime worked, overall gains in total annual compensation range from about \$500 for a new employee on day shift (the starting rate of which was raised last year, as noted above) to \$5000 for a 30 year employee on midnights. Bargaining unit employees should see an overall increase of up to \$5000 per year based on seniority. When overtime hours are taken into consideration, these increases should be even greater. The Sheriff acknowledges that, while the additional language should encourage COs to volunteer for overtime and eliminating the double overtime should help to alleviate the problem, it will not completely solve the problem and there will still be opportunities to work overtime. The jail is a 24/7 operation and current staffing is low. Inevitably, this results in the need for overtime. So COs will still work overtime at time and one-half. Simply put, they will still make three-fourths of what they made at double overtime.

The evidence showed that paying double overtime when a CO is mandated to work overtime has been in the contract for years, perhaps even decades. No one on either bargaining team knew when it was negotiated. The OPBA bargaining team included COs with at least 15

years of seniority and the language has been in existence before they were hired. It is important to them and the proposed elimination of it was a significant factor in the bargaining unit overwhelmingly voting down the Sheriff's supposal. On the other hand, the language has been in the contract so long that no one truly knows why it was negotiated, what, if anything, was given up in exchange for it, and so forth. It has simply become accepted that it is an earned right that should not be given up.

The Fact Finder acknowledges that a longstanding benefit should not be removed without due consideration. Such a longstanding benefit was part of the give and take of negotiations and, without knowing what was given up to get the benefit, fact finders should tread lightly. The corollary to that, however, is that a longstanding benefit can be removed as part of a new give and take in negotiations. The party proposing to remove language can offer something else in exchange. Here, the Sheriff proposes a new wage scale that benefits the bargaining unit's yearly compensation before an employee even works any overtime. Overtime, even at time and one-half, will only increase overall annual compensation. This is not a situation where a party merely wants to eliminate a longstanding benefit without any concession in return. This is a case where the Sheriff acknowledges that double time has value to the bargaining unit and offers another benefit — increased annual compensation — as part of the exchange to eliminate double overtime. The Fact Finder concludes that the Sheriff's proposal has merit and should be adopted.

**Recommendation:** Adopt the language proposed by the Employer.

***Issue: Article 20, Compensation***

**Union Position:** The Union accepts the wage scale proposed by the Employer. However, the increase should be retroactive to January 1, 2023. It further seeks to increase Hazardous Pay from \$0.40 to \$1.00 per hour, increase the Shift Differential from \$0.20 and \$0.30 per hour for

afternoon and midnight shifts, respectively, to \$0.80 per hour for both shifts. Finally, increase Longevity pay to \$4.50 per month, the same as the Sheriff's Non-Sworn personnel bargaining unit.

**Employer Position:** In addition to the wage scale increases, increase Hazardous Duty Pay to \$0.55 per hour, Shift Differential to \$0.40 per hour for afternoon shift and \$0.60 per hour for midnight shift. No increase in Longevity.

**Findings:** The parties agree on the proposed wage scale. They also agree to delete language in Section E, Longevity, as to Corrections Sergeants, and delete Section F regarding a ratification bonus.

The proposed wage scale provides overall wage increases averaging 9.5% and is front-loaded for all employees. It reduces the time to reach the top rate from 20 to 15 years and eliminates two levels. The only wage remaining the same is the entry rate of \$22.00 per hour, which was increased last year as a means of attracting new employees. It has had some success, since a number of employees have been hired since it went into effect in March 2022.

The Employer argues that, given the county's dwindling population, sales tax revenue can be expected to decline. The permissive sales tax accounts for 52.34% of total revenues for the Trumbull County general fund, the primary funding source for the Sheriff's Office. While federal funds from the CARES Act and ARPA have been instrumental funding over the last few years, they are one-time, limited funds and cannot be relied upon. The Trumbull County Sheriff's Office actual budget has remained relatively stagnant between years 2017 and 2020 (\$12,109,702 in 2017 compared with \$12,963,674), despite ongoing and increasing personnel costs. The use of CARES Act and ARPA funds assisted in funding a portion of personnel costs in 2020 and 2021, respectively, but were temporary funding sources that cannot be relied upon long term. Actual expenditures for corrections personnel totaled approximately \$3,735,236.26 in 2022. The revised budget for 2023 projects \$3,302,875.49 for corrections personnel costs. In other words,

the Employer has a challenge to both attract and retain qualified personnel while operating within fiscal constraints and stagnant revenue.

The Employer also stresses that there is a responsibility to the citizens and all other employees to be fiscally responsible. According to the United States Census Bureau's American Community Survey 5-year estimates most recent data, the median household income for Trumbull County is estimated at \$47,799; the State median household income of \$58,116; and the United States median household income of \$64,994. To put it simply, Trumbull County is in a state of steady decline and its residents have fallen behind in income as compared statewide and nationally.

The Employer submits that the 9.5% average wage increase for this bargaining unit exceeds the state and national average. For example, it is greater than the annual SERB statewide average general wage increase (currently 2.79%), the regional average wage increase (2.56%), jurisdiction type (county) (2.95%), and bargaining unit type (police/safety/security) (3.04%). Additionally, having a front-loaded increase is more advantageous for employees. It should be noted that as packaged with the Employer's modified compensation schedule, it sought reasonable changes to the collective bargaining agreement to balance out the increased personnel costs that would result from the wage increases (i.e., elimination of double overtime and replacement of this provision with overtime plus compensatory time in the event of multiple mandates in a seven day period; a decrease in the annual sick leave and vacation conversion amounts).

Additionally, and as part of an overall economic settlement, the Employer agreed to increase the Hazardous Duty Pay (See Section 2 of Article 20, Compensation) from \$0.40 per hour to \$0.55 per hour, and double Shift Differential (See Section 4 of Article 20, Compensation) from \$0.20 to \$0.40 per hour for the afternoon shift and from \$0.30 to \$0.60 per hour for the midnight shift. The Employer maintains its proposal to keep Section 5, Longevity, current

contract language (except to delete obsolete contract language). The Employer declines to increase this benefit due to the impact, potentially, countywide, with regard to this type of benefit.

The Union counters that the new wage scale should be retroactive to January 1, 2023. The position of Corrections Officer is not only inherently dangerous, but they are in a confined space for hours at a time, making them susceptible to various illnesses. Furthermore, they are required to report to work when other county agencies are closed. As COVID has demonstrated, COs do not have the luxury to work remotely or come in late when it snows and should be compensated accordingly. Simply put, Hazardous Pay should be increased.

Additionally, since the afternoon and midnight shifts are the least desirable, COs assigned to those shifts should be compensated more by increasing the differential. As noted with the hours of work and overtime issue, the COs on midnights receive more mandated overtime, an additional factor for increasing the shift differential. Finally, the Non-Sworn personnel unit receives \$4.50 per month in longevity pay. The COs seek the same rate.

The Union claims that these increases are also necessary because of inflation. A number of fact finders have recommended higher wage increases, sometimes front loading them, due to inflation. The Fact Finder here should take inflation into account. Additionally, the Union believes its proposed increases are in line with the most recent fact-finding and conciliation statistics. Finally, this bargaining unit has seen years without meaningful wage growth. Despite the 2022 increase in the starting wage rate, the Employer has struggled to hire and retain employees. A significant increase in compensation would aid in recruiting and retention.

The Fact Finder notes that the parties agree that wages need to be increased to attract and retain employees. They agree on the overall wage scale. In the Fact Finder's experience, this only happens when the wage increases proposed are good. And the new wage scale does result in a significant increase in overall compensation, something the Union advocates.

Evidence adduced at the hearing suggests that the 2022 increase in the starting wage rate has had some success in attracting new hires, another point the Union advocates. Additionally, the Employer agrees to increases in Hazardous Pay and Shift Differential, though not as much as the Union proposes. There are two points on which the parties differ completely. One is Longevity, where the Union seeks an increase while the Employer wishes to stand pat. The other is retroactivity of the pay increase. The Union wants retroactivity to January 1, 2023, while the Employer argues the increases should only be prospective.

Overall, the economic package offered by the Employer is quite good in the Fact Finder's experience. Wages are increased on average by approximately 9.5% and the increases are front-loaded. Under the new scale, an employee with two years of service will earn \$23.90 per hour instead of \$20.45, a 5-year employee \$24.61 instead of \$22.73, a 10-year employee \$25.50 rather than \$23.29, and a 15-year employee \$26.32 rather than \$23.79. The steps are reduced from seven to five, so employees reach the top rate at 15, not 20 years. It is true that the last contract did not include wage increases, so these are the first in several years, but that does not change that the wage increases under this agreement are good. As the Employer noted, they are greater than the statewide average. And even though inflation remains stubbornly high at about 4%, the 9.5% average increase more than offsets this.

Additionally, the parties agree there is a need for increases in both Hazardous Pay and Shift Differential, though they disagree on the amount. The Fact Finder notes that the Union's proposal that both the afternoon and midnight shift receive the same differential is somewhat unusual. Typically, midnight shift is the least desirable and shift differentials are greater for it than afternoon shift.

As to Longevity, evidence introduced at the hearing showed that the Non-Sworn personnel bargaining unit was the only unit to receive \$4.50 per month. Given the Employer's pattern bargaining approach, increasing the COs to \$4.50 will likely result in the other four bargaining

units receiving an increase to \$4.50. It could also affect other bargaining units within the County. Both would have a negative effect on the budget. Furthermore, without knowing more about the negotiations between the Employer and the Non-Sworn personnel bargaining unit, such as what the unit gave up to get an additional \$0.50 in longevity, the Fact Finder declines to recommend it here. Again, the overall economic package for the COs is a good one and this is not a case where recommending a particular increase would only benefit this bargaining unit.

Based on the evidence introduced, the Fact Finder notes that the total compensation increases per year should be over \$4000 for a 10-year employee, \$4600-\$5300 for a 10-year employee, and \$5300-\$5900 for a 15-year employee **before any overtime is worked**. The Sheriff acknowledges that overtime will be necessary, so total earnings should be even greater based on overtime hours worked. These increases should help attract and retain employees, a point the Union found important. Based on the economics alone, the Fact Finder concludes this is a very good package.

Further, the Union was concerned about the ability of COs to request and receive time off. Given the current staffing levels, employees often requested time off, but were not able to receive it. The Union was able to negotiate changes in language for vacation and personal days that should help COs receive requested vacation and personal days. This is another factor to take into account.

The Fact Finder recommends that the overall compensation package as proposed by the Employer be adopted. As noted, it provides for consequential, upfront increases in wage rates and meaningful increases in overall compensation. It is done partly to offset the elimination of double overtime, which will help the Employer forecast its budget. The Fact Finder acknowledges that the job of a CO is a difficult and dangerous one. However, the compensation proposed reflects this and the Fact Finder determines that Hazardous Pay should not be increased more than what the Employer proposes. The same is true of Shift Differential, which

has been doubled. The Fact Finder finds that the Employer's proposal adequately addresses the lesser desired shifts, giving midnights a greater differential since it is the least desirable. Overall, the Fact Finder concludes that the Employer's package addresses almost all the Union's points and should be given a chance to work. If a particular item is found not to work well or to be inadequate, the Union can always seek to address it in the next round of negotiations.

As to retroactivity, the Fact Finder agrees there should be some retroactivity. The question is how much. Given the front-loaded increases being adopted, recommending retroactivity to January 1, 2023 could cause too great an impact on the Employer's budget. While the Union suggested that the (G)(11) waiver allowed the Fact Finder to award retroactivity for the term of the waiver, i.e., from January 1st through March 31st, the Fact Finder is not certain as to the legal effect of the waiver and would rather find another solution. The Fact Finder also notes that the intent of the waiver was to have the fact-finding done prior to the end of March, but life got in the way and fact-finding was not held until the latter part of June. The Employer should not be penalized for this by going all the way back to January 1st.

Having considered a number of possibilities, the Fact Finder concludes that the wage increases should be retroactive to the first full pay period in June 2023. This will not cause too great a hit on the Employer's budget. Additionally, to adjust for the lost time, the Fact Finder recommends a lump sum ratification bonus of \$1000 for each bargaining unit member paid in the first pay period following ratification. This will lessen the loss of retroactivity. The parties have bargained ratification bonuses in the past. (See Section F being deleted.) So this is nothing new to them.

**Recommendation:** Adopt the wage scale increases agreed to by the parties. The wage increase is to be effective with the first full pay period in June 2023. The Fact Finder recommends an increase in Hazardous Duty Pay to \$0.55 per hour, and Shift Differential to

\$0.40 per hour for afternoon shift and \$0.60 per hour for midnight shift. The Fact Finder recommends no increase in Longevity. Finally, the Fact Finder recommends a \$1000 ratification bonus for each employee in the bargaining unit, to be paid in the first full pay period following ratification of the successor contract.

There is one last point to address. While there was some disagreement or confusion as to whether the parties agreed to the term of the contract, during the hearing, the parties agreed that the successor Agreement is to be effective upon execution and remain in effect through December 31, 2025. The Fact Finder so recommends.

**All tentative agreements reached during contract negotiations and alternative dispute resolution sessions, including those reached during the fact-finding hearing on June 20, 2023 are hereby adopted and incorporated into this Fact-Finding Report as recommendations of the Fact Finder. The tentative agreements reached during the fact-finding hearing on June 20, 2023 are attached to this report as an exhibit titled Signed Tentative Agreements at FF (Trumbull County Sheriff - OPBA Corrections Officers) and incorporated into this Report. Additionally, all other provisions of the collective bargaining agreement are incorporated into this Report as recommendations of the Fact Finder.**

Dated: June 30, 2023

A handwritten signature in blue ink, appearing to read "Daniel G. Zeiser", is written over a horizontal line.

Daniel G. Zeiser  
Fact Finder

**ISSUE 3**


**ARTICLE 21 –**  
**COURT TIME**

**Section 1.** ~~21-01~~ An employee appearing in Court in the scope of his/her duties on behalf of the Sheriff, at a grand jury session or at a consultation with a prosecutor regarding matters that relate to his employment with the Trumbull County Sheriff's Office, outside of their normally scheduled work hours, shall be granted a minimum of three (3) hours of pay ~~or Comp-time~~ at the applicable rate of pay.

**Section 2.** ~~21-02~~ For the purpose of this Section, court time includes time preparing for an appearance and travel time to and from the court.

**Section 3.** ~~21-03~~ Court time requests shall be verified in writing by a prosecutor or other appropriate court authority.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
DATE SIGNED 20 Jun 23

**FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Willard Brown

**ISSUE 4**

**ARTICLE 22H-  
COMPENSATORY TIME**

*Current* **Section 1. Compensatory Time.** ~~22.01~~ All overtime work shall be compensated at the employee's election, ~~up to one hundred (100) hours of banked compensatory time and thereafter at the Sheriff's discretion~~ either (a) at the rate of one and one-half (1.5) times the employee's regular hourly rate, or (b) compensatory time computed at same rate, which may be accumulated to a maximum of ~~480~~ **100** hours. Employees may be permitted to cash in their comp-time in December of each year. In order to do so, employees must apply no later than December 1<sup>st</sup>. Payment of comp-time is at the Sheriff's discretion, to be exercised on the basis of available funds. If the submitted requests exceed available funds, then the Sheriff shall pay out to all who request on a pro-rata basis. *current*

**Section 2. Compensatory Time Requests.**

~~22.02~~ Employees who opt to bank comp-time shall be permitted to use banked comp-time as follows:

- a) With less than four (4) weeks but greater than 24 hours' notice comp-time shall be granted on first come first served basis so long as it does not create mandatory overtime;
- b) With less than 24 hours' notice employees must appear on shift and shall be granted comp-time off so long as the Supervisor or Acting Supervisor approves in accordance with work load and work requirement needs;
- c) Without exigent circumstances, comp-time will not be granted more than four (4) weeks in advance.

**Section 3. Payment of Comp Time Upon Termination or Death.** ~~22.03~~ Payment for accumulated compensatory time shall be made upon ~~termination~~ **termination of** employment. ~~22.04~~ In the event of an employee's demise, any accrued compensatory time will be paid to the employee's spouse or designated beneficiary.

FOR THE EMPLOYER

*[Signature]*  
DATE SIGNED 20 Jul 23

FOR THE UNION

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Employer Proposals at Fact Finding  
Trumbull County Sheriff / OPBA (Corrections Officers)  
2022-MED-09-1071  
Fact Finder / Mediator Daniel G. Zeiser, Esq.  
June 20, 2023

**ISSUE 5**

**ARTICLE 23 –  
CLOTHING ALLOWANCE**  
(Language below is from MOU, March 31, 2022)

~~23.01 All newly hired probationary employees shall be issued a sufficient amount of clothing within thirty (30) days of his date of appointment.~~

~~23.02 All non-probationary Corrections Officers shall receive an annual clothing allowance of Seven Hundred Dollars (\$700.00). The clothing allowance shall be maintained in a separate account and shall be disbursed to an employee upon the presentation of a receipt evidencing purchase of items permitted under Section 23.03 of this Article. Receipts must be presented between January 1 and November 30. Receipts presented in December will not be recognized nor approved for payment. Payment by the Employer shall be issued no later than 24 days after submission of the receipt evidencing the purchase to the Sheriff's Civil Deputy responsible for payroll. Any Corrections Officer who, after being paid for the purchase, returns the purchase to the vendor for a refund shall be subject to returning the reimbursement amount to the Sheriff through subsequent payroll deduction.~~

~~23.03 The clothing allowance may be utilized for the purchase of any of the following required items:~~

- ~~1. uniform shirts with embroidered badges;~~
- ~~2. uniform pants;~~
- ~~3. handcuffs;~~
- ~~4. uniform shoes;~~
- ~~5. black utility bags (subject to inspection at any time at the Sheriff's or designee's discretion);~~
- ~~6. and any other item that the Employer may require an employee to wear~~

~~23.04 Corrections Officers shall be permitted to wear authorized summer uniforms at all times during the year.~~ J Lee

A. All non-probationary bargaining unit members shall receive a clothing allowance of Seven Hundred and 00/100 (\$700.00) Dollars per calendar year.

B. All clothing allowance purchase receipts must be submitted and received between January 1 and November 30 to the Sheriff's Civil Deputy responsible for payroll to be eligible for payment.

C. Receipts received in December will not be recognized nor approved for payment.

D. Reimbursement checks will be issued to bargaining unit members no later than twenty-four (24) days after Sheriff's Civil Deputy has received the purchase receipts.

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E. All bargaining unit members are permitted to make approved clothing allowance purchases on account only with approved Trumbull County vendors.

F. The dates for receipt submission (January 1 through November 30) apply to on-account purchases and submissions received in December will be rejected and be the responsibility of the bargaining unit member.

G. When a bargaining unit member makes a purchase on account with an approved vendor, the bargaining unit member will sign for the receipt of their merchandise and turn in a signed copy of the receipt as well as a properly filled out and signed clothing allowance form for submission to the Sheriff's Civil Deputy Clerk responsible for payroll.

H. Within twenty-four (24) days of timely receipt of the submission, the bargaining unit member will receive an e-mail from the Sheriff's Civil Deputy Clerk advising them that the check has been issued for their purchase.

I. The issued check will be endorsed by the bargaining unit member and returned immediately to the Sheriff's Civil Deputy responsible for payroll, but in no event more than four (4) days after its date of issuance.

J. Bargaining unit members who exceed the Seven Hundred and-00/00 (\$700.00) Dollar clothing allowance limit will be responsible for payment directly to the vendor of the full amount exceeding the Seven Hundred and-00/00 (\$700.00) Dollar limit.

K. Bargaining unit members who have been reimbursed for a purchase item and return their purchased items to the vendor for a refund are required to return the reimbursed amount to the Sheriff's Civil Deputy responsible for payroll.

L. Bargaining unit members who do not return endorsed checks for payment to vendors, fail to pay overages on their clothing allowance account, or fail to meet the terms of this Article and financial responsibilities outlined above will be subject to disciplinary action up to and including termination.

M. Bargaining unit members who are found to have violated any Ohio Criminal Code Section in violating the clothing allowance process may also be subject to criminal charges and prosecution.

**FOR THE EMPLOYER**

DATE SIGNED

6/20/23

**FOR THE UNION**

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Fact Finder / Mediator Daniel G. Zeiser, Esq.  
June 20, 2023

ISSUE 6

ARTICLE 24 -  
HOSPITALIZATION AND INSURANCE

Board of  
County  
Commissioners  
MF

*Section 1. Insurance Coverage, 24.01: The Employer shall provide all employees who are covered by this agreement and who qualify for benefits and are on active pay status, with hospitalization, surgical, medical and prescription drug, dental and vision benefits in the same manner, under the same conditions, provided to non-bargaining unit employees of the County. For all plans, the employees will be subject to the prescriptions, co-payments, co-insurance, eligibility requirements, and other terms and conditions of coverage set forth in the plan.*

~~Health Insurance Fringes: the Employer shall continue to pay the full cost of all hospitalization-vision care program, drug-prescription plan, dental care plan for all employees during the term of this contract, at the level of benefits presently in effect or greater except for the following changes:~~

~~A. Annual "up-front" deductibles shall be \$200.00 single subscribers and \$400.00 family subscribers.~~

~~B. The Annual "maximum out-of-pocket" expense for each employee shall be \$600.00 for single subscribers and \$1200.00 for family subscribers.~~

~~C. Hospitalization and Physician Network (Preferred Provider Organization (PPO)) to include 80%/20% coinsurance with maximum annual "out-of-pocket" expense to be \$600.00 for single subscribers and \$1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.~~

~~D. Retail Prescription Drug co-pay of \$10.00 per prescription if generic purchase, \$25.00 per non-generic prescription within formulary and \$50.00 for any prescription purchased outside of the formulary. Mail-order prescription drug co-pay \$20.00 if generic purchase, \$50.00 if preferred purchase and \$100.00 if non-preferred purchase. Prescription co-pays shall not be applied to annual out-of-pocket maximums or deductibles.~~

~~E. Office visits-IR-C co-payments: Fifteen Dollars (\$15.00)-office visit co-payment including Wellness and Preventive Care Programs (e.g. physical examinations, smoking cessation, etc.); office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out-of-pocket" maximums listed in C above. \$75.00 co-payment for Emergency Room visit. Emergency Room co-payments will not be applied toward the annual deductibles listed in A above, but will be applied toward the annual "out-of-pocket" maximums listed in C above.~~

~~F. Schedule of Benefits/Maintenance of Standards: To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of~~

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~~benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union.~~

**Section 2. Employee Contribution.** ~~Effective July 1, 2020, The employee share of the health care premium shall be eleven percent (11%) of the total premium. See concurrently executed MOU.~~

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

~~The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.~~

**Section 3. 24.02A Cost Containment and Advisory Committee.** There shall be formed a Cost Containment and Advisory Committee (CCAC), whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

- A. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
- B. Suggesting changes in coverages and plan design, ~~but adhering to the language below.~~
- C. Reviewing Health Care costs and forwarding advice and ideas on containing same.

~~24.02B This Committee shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) may be proposed by either the Union(s) or Employer unless renewal costs for all coverages change by at least 30% plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit The Employer may from soliciting bids at any time the Employer deems as appropriate.~~

~~24.0 Any dispute between the parties relative to this section shall be resolved in the following manner:~~

- ~~A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.~~

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~~B. The two (2) representatives will mutually agree on a neutral third representative.~~

~~C. The mediators will be given wide latitude in resolving issues under this section, and may:~~

- ~~1. Meet solely among themselves;~~
- ~~2. Hold a formal hearing;~~
- ~~3. Solicit exhibits and evidentiary materials;~~
- ~~4. Direct any witnesses to appear;~~

~~D. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three member panel with the decision binding on all subscribers under the plans.~~

~~E. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.~~

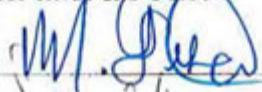
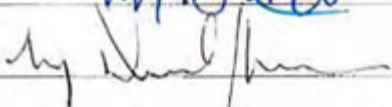
**Section 4. 24.04 Waiver of Coverage.** During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer. 24.05 An employee who elects this option will receive a waiver payment of one hundred dollars (\$100.00) per month for waiver of family plan and fifty dollars (\$50.00) per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation he/she shall be immediately enrolled in the employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

24.06 In no case shall the provisions of this Section 3 4 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

**Section 5. Life Insurance.** The Employer will provide and pay the full premium for all employees for a life insurance policy in the face value of thirty-five thousand dollars (\$35,000.00).

24.07 Newly hired employees will not be entitled to any insurance benefits in this article until after completion of the first ninety (90) work days of their probation.

FOR THE EMPLOYER

  
  
DATE SIGNED 20 Jun 23

FOR THE UNION

  
  
  
14  


ISSUE 7

**ARTICLE 26~~n~~**  
**HOLIDAYS**

**Section 1. Holidays.** ~~26:01~~ All full-time employees shall receive the following paid eight (8) hour holidays:

1. The first (1<sup>st</sup>) day of January
2. The third (3<sup>rd</sup>) Monday of January
3. The third (3<sup>rd</sup>) Monday of February
4. The last Monday of May
5. ***The nineteenth (19<sup>th</sup>) day of June***
6. The fourth (4<sup>th</sup>) of July
7. The first (1<sup>st</sup>) Monday of September
8. The second (2<sup>nd</sup>) Monday of October
9. The eleventh (11<sup>th</sup>) day of November
10. The fourth (4<sup>th</sup>) Thursday of November
11. The day after Thanksgiving
12. The twenty-fourth (24<sup>th</sup>) day of December
13. The twenty-fifth (25<sup>th</sup>) day of December

**Section 2.** ~~26:02~~ **Pay Rate For Work On Holiday and Holiday Pay.** Any full-time, employee who is required to work on any aforementioned holiday shall be paid at the rate of one and one-half (1.5) time, in addition to the Holiday pay of eight (8) hours. Employees whose regularly scheduled days off fall on any designated holiday will receive eight (8) hours holiday pay in addition to their regular pay.

**Section 3.** ~~26:03~~ **Overtime on Holidays.** Employees working overtime as defined in Article 20 on any of the above holidays shall be paid double time in addition to their holiday pay of eight (8) hours. Any employee mandated to work overtime on a holiday shall receive an additional eight (8) hours of pay.

**Section 4. Holiday Pay Eligibility.** If an employee calls off ***his regularly scheduled shift before***, on a holiday the employee is scheduled to work, ***and/or after the holiday***, then the employee that called off will forfeit and not be paid “holiday pay” for the called off holiday.

**Section 5.** ~~26:04~~ **Employer Right to Schedule Off.** Notwithstanding any other provisions in the Agreement, the Employer shall have the right to schedule any employee off on any of the aforementioned holidays listed above herein provided the Employer gives the employee at least seven (7) calendar days advance notice. An employee who is scheduled off on said-holiday shall still be entitled to the holiday pay of eight (8) hours.

FOR THE EMPLOYER

M. J. [Signature]  
My duty of [Signature]  
DATE SIGNED 20 April 23

FOR THE UNION

[Signature]  
[Signature]  
[Signature]  
Willard [Signature]

**ISSUE 8**

**ARTICLE 27 –  
VACATION**

Section 1. Vacation Accrual. ~~27-01 Effective upon the date of execution of this contract, All~~ employees after one (1) year of completed service with the Office shall be entitled to vacation with pay under the following schedule of consecutive service:

- A. One (1) year of service, but less than seven (7) years: eighty (80) hours of vacation.
- B. Seven (7) years of service, but less than thirteen (13) years: one hundred twenty (120) hours of vacation.
- C. Thirteen (13) years of service, but less than nineteen (19) years: one hundred sixty (160) hours of vacation.
- D. Nineteen (19) years of service, but less than twenty-five (25) years: two hundred (200) hours of vacation.
- E. Twenty-five (25) years of service or more: two hundred forty (240) hours of vacation.

Section 2. Vacation Pay. ~~27-02~~ No employee shall be entitled to vacation pay and regular earnings during the same period.

Section 3. Vacation Scheduling Process. ~~27-03~~ Vacation time off is to be scheduled by the Employer which maximizes the utilization of personnel. Employees request for vacation must designate the specific dates being requested.

- a. Vacation requests shall be submitted during the time period of January 2 through January 16. The Employer shall determine the number of employees to be off on vacation at any one time. Such requests shall be awarded on the basis of seniority by January 20<sup>th</sup> of the applicable year. Vacation submissions during the above time period shall be awarded on the basis of seniority before any other time off requests (compensatory time, personal day) are awarded. ~~Requests for vacation shall be granted so long as the affected shift does not fall below one (1) above the minimum for the shift, unless that shift was scheduled below that number prior to any time off given.~~ *As determined by the Employer.*



- b. Requests not submitted during the time period stated above shall be considered on a first come, first serve basis. ~~Requests for vacation time shall be granted so long as the affected shift does not fall below one (1) above the minimum for that shift, unless that shift was scheduled below the number prior to any time off given.~~

Section 4. Cancellation of Vacations. ~~27-04~~ Once vacation is approved it shall not be canceled, except that in the case of an emergency or disaster, the Sheriff may cancel any scheduled vacation; or a vacation may be canceled upon the mutual agreement of the Sheriff and the affected employee.

*Key*  
*MDP*  
*1*  
*Same AS personal day for approval*

Section 5. Carryover and Payment of Vacation. ~~27.05~~ In the event of either a disapproved request or a canceled vacation, such employee may carry over earned, but unused, vacation leave from one year to the next, with a maximum of one (1) year accrual, Notwithstanding Section 2 herein, all unused vacation except the current year must be paid for by the end of that year.

FOR THE EMPLOYER

  
  
 DATE SIGNED 20 JUN 23

FOR THE UNION

  
  
  
 William A. Davis

**ISSUE 9**

**ARTICLE 28a-  
PERSONAL DAYS**

Section 1. Personal Days. 28:01 All employees shall be entitled to three (3) days of personal leave with pay per year. All personal days shall be taken only with the approval of the Sheriff or his designee and such approval shall not be unreasonably denied.

Section 2. Requests for Personal Day Use. 28:02 Requests for personal days will be in writing on forms provided by the Employer and normally submitted at least ~~five (5)~~ ~~two (2)~~ *calendar days* weekdays in advance. The Employer must respond to the request in writing within ~~three (3)~~ ~~two (2)~~ *calendar working days* after receipt of request. *Requests for personal day use shall be granted so long as the affected shift does not fall below the*

Section 3. Requests for Personal Day(s) In Emergency. Emergency personal day requests without the ~~five (5) calendar days~~ ~~two (2) weekdays~~ written notice submission may be granted at the discretion of the Sheriff.

*(M)*

*use shift  
manpower  
as determined  
by the  
Employer.*

*(MF)*

**FOR THE EMPLOYER**

*[Signature]*  
by *[Signature]*  
DATE SIGNED *20 Jul 23*

**FOR THE UNION**

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**ISSUE 10**

**ARTICLE 29~~n~~**  
**SICK LEAVE**

**SECTION 1 - SICK LEAVE DEFINED**

*Section 1. Sick Leave Accrual.* ~~29.01~~ Sick leave shall be earned and used in compliance with Ohio Revised Code, Section 124.38. Employees shall earn sick leave at the rate of one hundred twenty (120) hours per year (*4.6 hours per pay period*) with no limitation on the number of sick hours earned that may be accumulated.

**SECTION 2 - USE OF SICK LEAVE**

*Section 2. Sick Leave Usage.* ~~29.02B~~ Sick leave shall be granted to an employee *upon approval of the Employer and* for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family.
2. Medical, dental or optical examinations or treatment of employee or member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
4. Pregnancy and/or childbirth and other conditions related thereto.

*Section 3. Required Documentation.* ~~29.02A~~ Sick leave shall be charged to any employee on the basis of actual time (hour by hour) absence due to illness. Any employee off sick more than two (2) consecutive scheduled working days shall be required to present written medical substantiation (specifying date seen by physician, nature of illness/symptoms presented and return to work date) covering the days the employee was absent from work from a licensed doctor to a supervisor upon return to work. Failure to provide the required medical documentation form upon the return to work shall constitute a forfeiture of the right to use sick leave for the absence. Untimely submissions are not acceptable.

~~29.04~~ Where sick leave is requested to care for a member of the immediate family: the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

*Section 4. Immediate Family Defined.* ~~29.03~~ *The definition of immediate family for purposes of sick leave includes: parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, spouse, child, step-child, grandchild, or any family member residing in the employee's household.* *All immediate family relationships under the FMLA,*

**ARTICLE 32 - SICK LEAVE CASH OUT UPON RETIREMENT**

**Section 5. Conversion Upon Retirement.** ~~32.01~~ Any employee who retires under the applicable pension plan with the Employer shall, at the time of retirement, receive a cash payment for accumulated but unused sick leave to a maximum of 720 hours. Such payment shall be based on the employee's current rate of pay at the time of retirement. ~~In the event the Board of County Commissioners passes a resolution providing such benefits at a higher level for non-bargaining unit employees of the Sheriff's Office, then such increased benefits shall also be provided to employees within the bargaining unit.~~ Employees hired after *October 15<sup>th</sup>, 2020* the execution date of this Contract must have a minimum of twenty (20) years of service with the *Trumbull County Sheriff's Office to be eligible for the sick leave conversion upon retirement benefit set forth herein, in addition to qualifying retirement from service.*

**Section 6. Final Pay.** ~~32.02~~ Upon termination of employment by retirement, resignation or otherwise, the employee's final pay, including accumulated but unused sick and vacation pay recognized by this Agreement and Ohio law as payable to the employee, shall be withheld until the employee turns in all Sheriff-issued equipment.

**ARTICLE 34 - ABUSE OF SICK LEAVE**

*In addition to the schedule contained in Section 8,*

**Section 7. Patterned Use of Sick Leave.** ~~34.01~~ Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, notwithstanding any other provision of this Agreement.

**Section 8. Sick Leave / Pattern Use Guidelines.** ~~34.02~~ *Generally, the use of sick leave, other than injury leave or leave utilized pursuant to FMLA, is on four (4) or more occasions in any 12 month period, shall subject the employee to disciplinary action according to the following schedule:*

- Four (4) times written caution letter
- Five (5) times one (1) day suspension
- Six (6) times ten (10) day suspension
- Seven (7) times Employer can implement discipline that it deems appropriate

*The Employer shall have the discretion to impose disciplinary action to address patterned use of sick leave for situations not covered within the terms of the above pattern use guidelines.*

*w/o w/o  
provision*

~~34.03~~ An "occasion" for purposes of this Section shall mean an individual utilization of sick leave regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick leave for doctor appointments scheduled at least twenty-four (24) hours in advance and provided the employee takes no other sick day in conjunction with the doctors appointment, in any twelve (12) month period shall not be deemed an occasion, provided the employee returns to work with a physician signed form prepared by the Employer. Leaving work because of the employee's illness does not constitute an "occasion" for purposes of this section. This benefit shall be limited to two (2) times per calendar year so long as the employee does not cause the shift to go below minimum.

~~34.04~~ Written cautions under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (*i.e.*, miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step ~~3~~ 2.


~~34.05~~ Discipline involving a suspension under this Section are grievable only through Step 2 ~~3~~, except grievances where the sole issue involves the determinations listed below.

~~34.06~~ Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating the same. The employee shall provide any forms required by the Employer upon the first day of return to work. Failure to provide the required form on the first day of return to work shall result in subsequent absences as being treated as a separate occasion.

# **~~ARTICLE 35 - SICK LEAVE BONUS~~**

*Section 9. Sick Leave Incentive Bonus.* ~~35.00~~ For each calendar quarter (*i.e.*, January 1<sup>st</sup> through March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, and July 1<sup>st</sup> through September 30<sup>th</sup>, and October 1<sup>st</sup> through December 31<sup>st</sup> ) that an employee does not utilize sick leave, the employee will be entitled to eight (8) hours of *regular pay compensatory time*. For each calendar year the employee has no use of sick leave, the employee will be granted eight (8) hours of *regular pay personal leave* for use in the following calendar year in addition to that provided in Article 28 but subject to the requirements of Article 28 for utilization.

FOR THE EMPLOYER

  
DATE SIGNED 20 Jun 23

FOR THE UNION


**ISSUE 11**

**ARTICLE 33- 31**  
**CONVERSION OF SICK & VACATION LEAVE**

**Section 1. Sick and Vacation Conversion Program.**~~33.01~~ Provided the plan negotiated herein is approved by OPERS per OAC 145-1-26 by March 31<sup>st</sup> each year of this Agreement, employees with seven (7) years or more of service with the Trumbull County Sheriff's Office will have the option of converting accrued but unused sick and vacation leave time of the calendar year (*i.e.*, January 1 through December 31) as earnable salary on which the employee and Employer contributions shall be remitted to OPERS.

~~33.02~~ Leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year. For retiring employees, conversion payment must occur according to the plan and either prior to or during the month of their termination date on this earnable salary to be included in the calculation of Final Average Salary.

~~33.03~~ The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- Leave in excess of the annual amount of leave accrued January 1<sup>st</sup> to December 31<sup>st</sup>, less leave used January 1<sup>st</sup> to time of payment.
- Leave earned in previous calendar years (other than payments made in January for leave accrued but not used during the previous calendar year).
- Conversion of leave to employees separation employment.
- Conversion of leave to retiring employees outside the regular payment schedule

~~33-04~~ Employees receive payments for hours converted in January of the following year. Participating employees may convert both sick and vacation leave or may choose to convert only sick leave or only vacation leave. The maximum amount of leave employees earn in a year is:

- Sick leave (120 hours)
- Vacation leave (240 hours)

**Section 2. Maximum Conversion Amount.** *The maximum amount of leave employees may convert in a year under this Section is eighty (80) hours of sick leave and one hundred twenty (120) hours of vacation leave.*

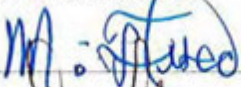

Leave Accrual:

- Sick leave is accrued per pay period
- Vacation leave is accrued per pay period

**Section 3. Eligibility to Participate in Conversion Plan.** ~~33-05~~ To participate in the conversion plan, employees must have and maintain a balance of 300 hours of sick leave to cash out sick leave hours and/or at least 120 hours to cash out vacation hours.

**Section 4. Annual Submission of Plan to OPERS.** ~~33-06~~ This plan will be submitted to OPERS for approval by March 31<sup>st</sup> of each year, or prior to any conversion plan payment being made to employees.

FOR THE EMPLOYER

  
by   
DATE SIGNED 20 Jun 23

FOR THE UNION